

State of Ohio
STATE EMPLOYMENT RELATIONS BOARD
Final Offer Settlement Procedures

In the matter of the conciliation between:)	Case No. 2015-MED-06-0590
)	(Full-time Fire Fighters /EMS)
City of North Canton, Ohio)	
Public Employer)	GREGORY P. SZUTER, CONCILIATOR
)	
and)	FINAL OFFER
)	SETTLEMENT AWARD
International Association of Firefighters,)	[Interest Arbitration]
Local 3489)	
Labor Organization)	

for the Labor Organization:
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Also in attendance :
Capt. Allen De Guzman, Local Union Secretary
Andrew Cramer, Local Union President
Michael P. Taylor, IAFF State Vice President

Michael Grimes, City Administrator
Shanna Novelli, Deputy Director of Finance
John Bacon, Fire Chief (in caucus)

Hearing :North Canton, Ohio, March 18, 2016
Award Issued : March 30, 2016

INTRODUCTION

The City of North Canton (herein also "Employer" or "City") and International Association of Firefighters, Local 3489, (herein "Union" or "IAFF") are parties to this final offer settlement procedure ("conciliation") under Ohio R. C. 4117 which is a form of interest arbitration relating to establishing the terms for a collective bargaining agreement. This conciliation relates to an replacement to the collective bargaining agreement ("CBA" or "Agreement") between the Union and the Employer expiring July 31, 2015.

UNIT FOR BARGAINING

The City is organized under the laws of Ohio as a City form of government. The City has 93 full-time employees. It has seven collective bargaining agreements with bargaining agents. Four have reached agreements with the City. They are, in abbreviated format, the Finance Union which reached a new agreement in July 2015, and the Patrolmens' Union, the Police Supervisors Union, and the Dispatchers' Union which reached agreements during the pendency of the current Fire Union negotiations. The Street Department Union, and the Water Plant Union are in negotiations now.

The unit represented here is the unit of full time firefighters and including captains, EMS/paramedics and inspectors. The bargaining unit consists of ten (10) employees; four (4) Captains and six (6) Firefighters.

The parties met in negotiation for the terms of the CBA in accord with the law. Matters still at impasse between the City and the Union were submitted to advisory fact finding. At the fact finding hearing the parties entered three tentative agreements (TA) resolving several of the issues that were at impasse. The Fact Finder's Report and Recommendation¹ was issued on February 3,

¹ Herein "FFR."

2016. The Fact Finder's Report and Recommendation was rejected by the parties. Consequently the issues of at impasse moved to conciliation.

The undersigned was appointed conciliator in this dispute by the State Employment Relations Board (SERB) by letter of February 24, 2016, pursuant to R.C. 4117.14(D)(1). The parties timely served their pre-hearing statements of positions under OAC 4117-9-06(E). The parties entered into a waiver of a transcript of the record required by R.C. 4117.14(G)(6).

ISSUES

The Fact Finder's Report and Recommendation of September 25, 2013 addressed the following issues.

1. Non Discrimination
2. Personal Days
3. Funeral Leave
4. Hours of Work
5. Health care insurance
6. Wage Scale
7. Duration
8. Disability/Light Duty Assignments

The Fact Finder noted in the report that three of the issues were resolved in mediation with tentative agreements. They are:

ARTICLE 1 A, NON-DISCRIMINATION
ARTICLE 11, PERSONAL DAYS, Section 2
ARTICLE 16, FUNERAL LEAVE, Section 1a. and Section 2.

That leaves five issues on which a recommendation was made:

1. Hours of Work
2. Health care insurance
3. Wage Scale
4. Duration
5. Disability/Light Duty Assignments

HEARING

The evidentiary hearing commenced on March 18, 2016, at North Canton. Pre-hearing statements of the issues were submitted timely on or before the fifth day before the hearing in conformity with R.C. 4117.14(G)(3) and O.A.C 4117-9-06(E). Prior to the hearing the parties agreed to waive the stenographic transcript of the hearing as the record. On the record at hearing the parties entered into a stipulation to waive applicable timelines. The parties' stipulations are at **Appendix A.**

MEDIATION

The Ohio law encourages fact finders and conciliators to mediate disputes when practical. R.C. 4117.14 (G)(1). After a good faith attempt to mediate the final positions on the open issues, the impasse was resolved as to all such issues which are as set out in the agreed award below.

CRITERIA

The conciliator shall resolve the dispute between the parties by selecting, on an issue-by-issue basis, from between each of the parties' final settlement offers. R.C. 4117.14(G)(7). Absent a waiver by the parties, increases in rates of compensation and other matters with cost implications awarded by the conciliator are restricted as to retroactivity. See O.R.C. Section 4117.14(G)(11).

In compliance with Ohio Revised Code § 4117.14G(7), the Conciliator considered the following in making the opinion and order contained in this report:

- (1) Past collective bargaining agreements, if any, between the parties;
- (2) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private s doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interests and welfare of the public, the ability of the public to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

- (4) The lawful authority of the public employer ;
- (5) The stipulations of the parties; and
- (6) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, conciliation or other impasse resolution procedures in the public service or in private employment.

While the FFR has rebuttable deference in the final offer procedure in Ohio, the major factors in this Report and Order are the stipulations of the parties. O.A.C. 4117-9-06 (E)(4):

If, after submission of the parties' reports, mediation efforts result in a change in a final offer, a party or parties may, by mutual agreement, submit a revised final offer to the conciliator.

The parties each consented to the amendment of the statement of the final offers that had been presented in their respective Position Statements before mediation so that, based on their mutual agreements, this award and order could adopted those positions as amended as set out below.

OPINION AND ORDER

ISSUE: No. 1. Hours of Work

CONTRACT : Article 6: Hours of Work

Fact Finder RECOMMENDATION: CCL.²

POSITIONS: The Employer's Final Offer : FFR

POSITIONS: The Union's Final Offer: Same as position as presented in fact finding but rejected.

OPINION AND ORDER:

Union's concern in this proposal was for the pension credits for the 53 hour per week classifications. Those employees work on average 106 hours in a two-week pay (ie. 53 hours x 2 weeks). The pension board credits hours on that basis, 106 hours/ pay period.

However the 53 hour employees are scheduled 24 hours on and 48 hours off with the result that in a given workweek there may be either two 24 hour shifts (ie 48 hours) or three 24 hour shifts (ie. 72 hours). The two day work weeks do not fall regularly with in the two week pay periods. When actual hours worked are reported to the pension board there is an erratic total for each pay period and not 106 hours every pay period. This makes for a possibility of mistaken credits. The Union's language sought to address this by adding a new Article 6 Section 3a, causing the numbering of surrounding sections, and additions to Article 6 Section 7. The Union's proposal at fact-finding included extensive language on overtime calculations to avoid losing overtime opportunities as a result of the change.

The City resisted. It demonstrated that no firefighter and lost credit except for one inadvertent error that had been corrected. In addition the overtime change could add significant costs. The

² "Current contract language" with reference to the agreement expiring July 31, 2015.

Factfinder adopted the City's position maintaining the current contract language.

As their final offers in their respective prehearing statements of position in Conciliation both parties proposed the same positions as at factfinding. The Union's rationale is that the Factfinder focused only on the one computational error that was put in evidence. She did not understand that it was not a matter of one error. Crediting pension time over a number of years using a different format than the pension board expects could gradually adversely affect the members over time.

After mediation during Conciliation the Union agreed to recede from its proposed changes in favor of a new proposal. It proposed a change to Article 6 Section 1 to replace the words "in an average of 53 hours per week" with the words "in average of 2,756 hours per year." This change it argued would permit the Employer to maintain its current pay practices including for overtime but that it would identify the collective bargaining agreement of the parties to the pension board as a 106 hour per pay period arrangement yielding 2,756 (53 hours x 52 weeks) hours per year average. See **Appendix B**, highlighted matter. After study by the City in caucus Union's proposal was agreed. **ISSUE 1 Order:** As to Issue 1, Article 6: Hours of Work, the Union's modified final offer after mediation as modified by mutual agreement by all parties is ordered into affect. See **Appendix B**.

ISSUE: No. 2. Health Care Insurance

CONTRACT : Article 17: Hospitalization & Major Medical Insurance, Dental, Optical & Prescription Drug Program

Fact Finder RECOMMENDATION: Adopted the City proposal for changes in cost of health care becoming 11% from the former 8% and changes in the schedule of out of pocket costs, effective January 1, 2016.

POSITIONS: The Employer's Final Offer : FFR (effective 1/1/16)

POSITIONS: The Union's Final Offer: CCL.

OPINION AND ORDER:

The City's healthcare costs increased nearly 23% in 2014 for 2015 and an additional 3% in 2015 for 2016. This necessitated amending the healthcare program. The program essentially remained the same with respect to the schedule of benefits (Appendix A) but changed the with regard to the amount of employee contribution toward cost paid each pay period and with respect to the annual out-of-pocket amounts expressed in the program. The cost to employees increased from 8% to 11% of the monthly COBRA amount established in the preceding December for the plan year. The City's exempt employees, the Patrolman's Union to the Police Supervisors Union and the Dispatchers Union and the Finance Union have all agreed to the changes. The Street and Water Plant Unions are in negotiation now but have not contested the healthcare cost increase.

The Union position in fact-finding was the current contract language. The City proposed in fact-finding to modify the plan to permit the contribution by employees of 11% of the monthly COBRA amount towards the cost of the healthcare program with the out of pocket changes. The Factfinder recommended the City's position.

The City's final offer in its prehearing statement of position in Conciliation proposes the Factfinder's recommendation with the increased employee contribution beginning at on the effective

date of the agreement. That is the same as it proposed to the Factfinder. The Union's final offer in its prehearing statement of position in Conciliation proposed current contract language. The City objected that the Union did not raise the healthcare issue in its Conciliation statement of position.

After mediation during Conciliation the City modified its proposal to be effective April 1, 2016 and the Union, which had requested the that change, agreed. The mutually agreed provisions identifying the changes of the employee contribution to the cost of healthcare and the increase of out-of-pocket payments and the new Appendix A are attached as **Appendix C**.

ISSUE 5 Order: As to Issue 5, Article17: Hospitalization & Major Medical Insurance, Dental, Optical & Prescription Drug Program, the City's final proposal as modified by mutual agreement by all parties is ordered into affect. See **Appendix C**.

ISSUE: No. 3. Wage Scale

CONTRACT : Article 29: Wage Scale

Fact Finder RECOMMENDATION:

To the highest rates of the pay scale which are not eligible for step increases scheduled in the agreement:

2015 2% (retroactive 8/1)
2016 2% (8/1)
2017 2% (8/1)

For the rates of the pay scale eligible for step increases as scheduled in the agreement:

2015 \$1500.00 stipend "retroactively"³ to 8/1/15.
2016 0% and \$-0- (8/1)
2017 0% and \$-0- (8/1)

POSITIONS: The Employer's Final Offer :

To the highest rates of the pay scale which are not eligible for step increases scheduled in the agreement:

2016 2% (retroactive 1/1)
2017 2% (1/1)
2018 2% (1/1)

For the rates of the pay scale eligible for step increases as scheduled in the agreement:

2016 0% and \$-0- (1/1)
2017 0% and \$-0- (1/1)
2018 0% and \$-0- (1/1)

POSITIONS: The Union's Final Offer: all rates listed in the agreement:

2015 2% (retroactive 8/1)
2016 2% (8/1)
2017 2% (8/1)

OPINION AND ORDER:

The Factfinder recommended the 2% increase to the employees at the top of the pay scale effective August 1, 2015 and 2% each year annually thereafter. In addition the remaining employees who were not at the top of the pay scale would receive a one-time stipend of \$1500 retroactive to August 1, 2015 with no adjustment thereafter for the term of the agreement aside from step increases already scheduled.

³ The meaning of a "retroactive" stipend was not expounded in the FFR and will not be attempted here.

At fact-finding the Union proposed a 2% increase annually to all classifications effective August 1, 2015 and annually thereafter in 2016 and 2017. The Union's final offer in its prehearing statement of position in Conciliation was the same as its position in fact-finding.

In factfinding the City proposed a 2% increase only to those employees at the top of the pay scale effective January 1, 2016 and 2% that each year annually thereafter. The employees within the pay scale would receive only their scheduled increases as stated in the agreement. The City's final offer in its prehearing statement of position in Conciliation was the same as its position in fact-finding. The City's rationale is that the step increases provide a pay increase to half the unit and a general increase of 2% only compounds the amount and gives lower paid employees greater increases than the highest paid employees. Second the starting pay, and therefore the steps as scheduled in the bargaining unit, are highly compensated in comparison to other communities. Third, three of the four (or five) employees not currently at the top step will have reached the top step by the third year of the agreement and receive a pay increase of 2% at that time.

After mediation the final offer of the Union's prehearing statement in Conciliation was amended as follows. All employees would receive across the board 1% increase to every pay rate on every step effective January 1, 2016 and then a 2% increase in each of the following years effective January 1, 2017 and 2018. Within one month of signing of the agreement each employee employed as of January 1, 2015 will receive a one-time \$500 stipend.

ISSUE 2 Order: Article 29: Wage Scale, the Union's final proposal as modified by mutual agreement by all parties is ordered into affect. See **Appendix D**.

ISSUE: No. 4. Duration

CONTRACT : Article 34: Duration of Agreement

Fact Finder RECOMMENDATION: Three year agreement effective date January 1, 2016 to December 31, 2018.

POSITIONS: The Employer's Final Offer : Three-year agreement effective as of the date the parties finalize their agreement post Conciliation.

POSITIONS: The Union's Final Offer: Three-year agreement effective August 1, 2015 to July 31, 2018.

OPINION AND ORDER:

The Union's final offer in its prehearing statement of position in Conciliation was the same as its position in fact-finding. The City's final offer in its prehearing statement of position in Conciliation is for a three-year agreement effective as of the date the parties finalize their agreement post Conciliation.

After mediation during Conciliation the parties mutually agreed to that the Union's final position shall be amended such that a three-year agreement would become effective on January 1, 2016 and renewed thereafter January 1, 2017 and January 1, 2018 expiring December 31, 2018.

ISSUE 10 Order: As to Issue Article 34: Duration of Agreement the Union's final proposal as modified by mutual agreement by all parties is ordered into affect. See **Appendix E.**

ISSUE: No. 5 Disability/Light Duty Assignments

CONTRACT : NEW Article 34, Assignment During Disability, Light Duty

Fact Finder RECOMMENDATION: Adopted the parties' agreement to resolve the matter through labor-management committee.

POSITIONS: The Employer's Final Offer : CCL (no new article)

POSITIONS: The Union's Final Offer: Language for NEW Article 34, Assignment During Disability, Light Duty.

OPINION AND ORDER:

The Union's final offer in its prehearing statement of position in Conciliation provided proposed language for a new provision, Article 34, Assignment During Disability, Light Duty. In the City's final offer in its prehearing statement of position in Conciliation it objected to the inclusion of the new Article that had not been proposed in writing before the fact-finding hearing. In addition it took the position that current contract language, ie. no new Article.

In mediation during Conciliation the parties agreed that the resolution through the labor-management committee was agreeable and but both objected to the Factfinder's recommendation that she be included as the arbitrator to resolve any impasse. In the mediation the parties agreed that the Union recede from its proposed language and that the final offer of the Union be modified by adopting a modification of the fact-finding advisory language as shown in **Appendix F**.

ISSUE 5 Order: As to Issue 5. NEW Article 34, Assignment During Disability, Light Duty, the Union's final proposal as modified by mutual agreement by all parties is ordered into affect. See **Appendix F**.

ISSUE: Tentative Agreements

CONTRACT : Article [several]:

Fact Finder RECOMMENDATION: The following were tentatively agreed:

ARTICLE 1 A, NON-DISCRIMINATION
ARTICLE 11, PERSONAL DAYS, Section 2
ARTICLE 16, FUNERAL LEAVE, Section 1a. and Section 2.

POSITIONS: The Employer's Final Offer : The above were tentatively agreed at fact finding.

POSITIONS: The Union's Final Offer: Same

OPINION AND ORDER:

Both parties agreed the these are tentatively agreed as of the factfinding and not at impasse at the conciliation.

ISSUE Tentative Agreements: All tentative agreements are ordered into effect.

Made and entered at Cuyhoga County, Ohio
March 30, 2016,



Gregory P. Szuter, Conciliator

PROOF OF SERVICE:

The foregoing has been sent by electronic mail via the internet on March 30, 2016, to International Association of Firefighters, Local 3489 and City of North Canton both to their representatives per addresses shown on the cover and filed with the State Employment Relations Board in the same manner.

APPENDIX A

STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

SERB Case 2015-MED-06-0590:

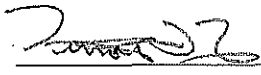
Public Employer, City of North Canton

and Conciliator Gregory P. Szuter

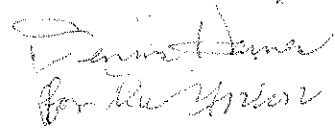
and International Association of Firefighters, Local 3489, Employee Organization.

AGREEMENT TO EXTEND CONCILIATION TIMELINES
AND WAIVE RECORD REQUIREMENTS

1. The City of North Canton [hereinafter the "Employer"], hereby agrees to waive the statutory timelines and proceed to an evidentiary hearing before the Conciliator on or before March 18, 2016.
2. Further, the Employer agrees to waive any requirement for a stenographic or other written record of the hearing.




Timothy L. Fox
Attorney for Employer


for the Union

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Agreement to Extend Conciliation Timelines and Waive Record Requirements was served via electronic mail at 10:30 a.m. on February 29, 2016, upon:

- 1) Gregory P. Szuter at gpszuter@gmail.com
- 2) State Employment Relations Board at www.serb.state.oh.us
- 3) Dennis Haines at dhaines@green-haines.com



Timothy L. Fox
Attorney for Employer

APPENDIX B

ARTICLE 6 HOURS OF WORK

Section 1. Employees will be assigned either a forty (40) hour week consisting of five (5) consecutive eight (8) hour days, or four consecutive ten (10) hour days, at the discretion of the Fire Chief, or a work schedule wherein the employee works **an average of 2,756 hours per year** in which the employee shall be scheduled to work shifts of twenty-four (24) consecutive hours followed by forty-eight (48) hours off duty. The Employer may establish one (1) or more additional Bargaining Unit positions assigned to work the "California Swing" schedule. A copy of this schedule is attached to this Agreement as Appendix C. Additionally, employees assigned to the "California Swing" schedule may be switched to the regular schedule in order to fill temporary vacancies of a long term nature. "Temporary vacancies of a long term nature" shall be defined as vacancies expected to last in excess of thirty (30) days. The Employer may assign the "California Swing" employee after the fourteenth (14) day. An employee assigned pursuant to this Section shall not forfeit previously scheduled vacation due to his/her changed assignment.

Section 2. The Parties further agree that assignment to the "California Swing" schedule will be based on seniority bidding.

Section 3. Employees assigned to work a forty (40) hour work week shall work a schedule designated by the Fire Chief between the hours of 7:00 am and 5:00 pm, Monday through Friday. They shall be entitled to one half (1/2) hour lunch period and two fifteen (15) minute breaks during their eight (8) hour shift.

Section 3a. Employees assigned to work a fifty-three (53) hour workweek shall commence work at 7:00 AM. They shall be entitled to a one (1) hour lunch period and a one (1) hour dinner period during their twenty-four (24) hour shift.

Section 4. Employees are required to remain available to perform duties as required during lunch or dinner periods. The starting/stopping times for the lunch and dinner periods are to remain flexible and are to be taken as designated by the shift supervisor.

Section 5. Employees called back for emergency duty shall receive a minimum of two (2) hours pay, or in lieu thereof if not permitted to work the total of two (2) hours, at their rate pay as follows:

Call Backs: Firefighters and Paramedics may return for fire calls and assistance calls for EMS, or to perform other duties as requested by the Fire Chief. Call back assignments are considered as hours worked and will count toward overtime.

Section 6. Increments in any job classification shall follow the provisions of this Agreement

Section 7. Employees working beyond the conclusion of their normal shift shall receive compensation in quarter hour increments.

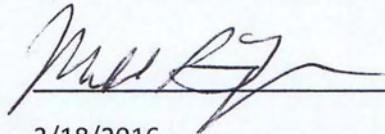
Section 8. Employees who work Sunday will receive one (1) bonus hour at straight time for each three (3) hours actually worked which will not be included in overtime calculations. Partial credit will not be given for less than three (3) hour increments. Sunday is defined as commencing at 7:00 A.M. Sunday and ending at 7:00 A.M. Monday.

For the City



3/18/2016

For the Union



3/18/2016

APPENDIX C

ARTICLE 17

HOSPITALIZATION & MAJOR MEDICAL INSURANCE, DENTAL, OPTICAL, & PRESCRIPTION DRUG PROGRAM

Section 1. The Employer shall provide hospitalization, major medical, dental, optical and a prescription drug program with coverage levels set forth in Appendix A effective with the December 2015 plan renewal. Other plan design features are set forth below.

Section 2. Effective April 1, 2016, Bargaining Unit members shall contribute via payroll deduction eleven percent (11%) of the monthly COBRA amount established in December of the immediately preceding year. The Employer will provide the Union Director 30 days notice of any rate change. Said deductions shall be prorated and deducted on a bi-weekly pay period basis. The Employer will continue the Internal Revenue Service Section 125 Plan so that employee participation as expressed in this section shall be on a pre-tax basis.

Section 3. The Employer shall adopt a standardized PPO benefit plan with network/non-network deductible and coinsurance as follows:

Network - \$500 single/\$1,000 family deductible; 90%/10% coinsurance to a maximum annual out of pocket expense of \$2,000 single/\$3,500 family.

Non-Network - \$500 single/\$1,000 family deductible; 70%/30% coinsurance to a maximum annual out of pocket expense of \$4,000 single/\$7,000 family.

APPENDIX A, SCHEDULE OF BENEFITS**EFFECTIVE 12/1/2015**

MEDICAL BENEFITS	NETWORK	NON-NETWORK
Lifetime Maximum	None	None
Annual Plan Maximum	Unlimited	Unlimited
Annual Deductible per Individual	\$500	\$500
Annual Deductible per Family	\$1,000	\$1,000
Maximum Out of Pocket per Individual	\$2,000	\$3,500
Maximum out of Pocket per Family	\$4,000	\$7,000
- Does the Maximum Out of Pocket Include the Annual Deductible?	Yes	
- Does the Medical Network out of pocket include Rx?	No	
Prescription Out of Pocket - Individual	\$4,350 ⁵	
Prescription Out of Pocket - Family	\$8,700 ⁵	

Inpatient Hospital Care

Semi-Private Room	90% ¹	70% ²
Surgery	90% ¹	70% ²
Physician	90% ¹	70% ²
- Accumulation Type		See Note
-- Visits	1	
-- Notes:	No more than 1 visit per specialist per day.	
Ancillary Services	90% ¹	70% ²
Rehabilitative Therapy	90% ¹	70% ²
Physical Therapy (Illness/Injury Related)	90% ¹	70% ²
-- Notes:	Must be to improve body function.	

Outpatient Services

Emergency Room (Emergent)	90% ¹	90% ²
Emergency Room (Non Emergent)	90% ¹	70% ²
Urgent Care Facility (Emergent)	90% ¹	70% ²
Urgent Care Facility (Non Emergent)	90% ¹	70% ²
Pre-Admission Testing	90% ¹	70% ²
NON-MEDICAL BENEFITS	NETWORK	NETWORK
Diagnostic Testing/Laboratory/X-Ray	90% ¹	70% ²
Same Day Surgery	90% ¹	70% ²
Speech Therapy (Illness/Injury Related)	90% ¹	70% ²
Occupational Therapy (Illness/Injury Related)	90% ¹	70% ²
-- Notes:	Must be to improve a body function.	
Physical Therapy (Illness/Injury Related)	90% ¹	70% ²
-- Notes:	Must be to improve a body function.	
Respiratory Therapy	90% ¹	70% ²

APPENDIX A SCHEDULE OF BENEFITS cont.

MEDICAL BENEFITS	NETWORK	NON-NETWORK
<u>Nursing Care</u>		
Home Health Care (Utilization Management approval required)	90% ¹	70% ²
- Accumulation type	Calendar Year	
-- Visits	100	
Skilled Nursing Facility (Utilization Management approval required)	90% ¹	70% ²
- Accumulation type	Calendar Year	
-- Visits	120	
Hospice Care (Utilization Management approval required)	90% ¹	70% ²
- Is Bereavement Counseling covered?	Covered	
Private Duty Nursing (Utilization Management approval required)	90% ¹	70% ²
- Accumulation Type	Calendar Year	
-- Days	120	
<u>Other Services</u>		
Second Surgical Option	90% ¹	70% ²
Maternity Care – Is coverage based on services rendered?	Yes	
Durable Medical Equipment	90% ¹	70% ²
Cardiac Rehab Inpatient (Phase I)	90% ¹	70% ²
Cardiac Rehab Outpatient (Phase II)	90% ¹	70% ²
Cardiac Rehab (Phase III) This is not a covered service.		
Ambulance	90% ¹	90% ¹
<u>Care in the Physician's Office</u>		
Visits for Illness	100% ¹	70% ²
- Copayment	\$25	
Visits for Injury	100% ¹	70% ²
- Copayment	\$25	
Specialist Visit for Illness	100%	70% ²
- Copayment	\$25	
Specialist Visit for Injury	100%	70% ²
- Copayment	\$25	
Diagnostic Testing/Laboratory/X-Ray	100%	70% ²
- Copayment	\$25	
Surgery	100%	70% ²
- Copayment	\$25	
Allergy Tests	100%	70% ²
- Copayment	\$25	
Allergy Extract	100%	70% ²
- Copayment	\$25	
Allergy Injections	100%	70% ²
- Copayment	\$25	
Speech Therapy (Illness/Injury Related)	90% ¹	70% ²
Occupational Therapy (Illness/Injury Related)	90% ¹	70% ²
-- Notes	Must be to improve a body function.	

APPENDIX A SCHEDULE OF BENEFITS cont.

MEDICAL BENEFITS	NETWORK	NON-NETWORK
Physical Therapy (Illness/Injury Related)	90% ¹	70% ²
-- Notes	Must be to improve a body function.	
Respiratory (Illness/Injury Related)	90% ¹	70% ²

Preventive Care

Well Child Care	100%	70% ²
Are immunizations included in well child care?	Yes	
-- Age limitation (through age)	21	
Routine Physical Exam	100%	70% ²
- Other Services (i.e. preventive screenings)	100%	70% ²
Routine Prostate/PSA Screening	100%	70% ²
- Accumulation Type	Calendar Year	
-- Tests/Treatment	1	
Routine Gynecological Exam	100%	70% ²
- Accumulation Type	Calendar Year	
-- Visits	1	
Routine Pap Test/Smear	100%	70% ²
- Accumulation Type	Calendar Year	
-- Tests/Treatment	1	
Routine Immunizations	100%	70% ²
Routine Mammograms	100%	70% ²
- Accumulation Type	Calendar Year	
-- Tests/Treatment	1	

Mental Health and Alcohol/Substance Abuse

The Mental Health Parity and Addiction Equity Act of 2008 (MPHAE): Inpatient Coverage will be paid the same as any other in-patient stay. Refer to Inpatient Hospital for benefit level.

Outpatient Treatment Program – in lieu of inpatient stay (PHP or Partial Hospital Program) or Outpatient treatment (IOP or Intensive Outpatient Program) will be paid as any other outpatient service.

NETWORK	NON-NETWORK
90% ^{1,3}	70% ^{2,3}

Affiliates

Chiropractors	90% ¹	70% ²
- Diagnostic Services	90% ^{1,3}	70% ^{2,3}
- Other Services	90% ^{1,3}	70% ^{2,3}
- Accumulation Type	Calendar Year	
-- Visits	12	
Podiatrists	100%	70% ²
- Copayment	\$25	
- Diagnostic Testing	100%	70% ²
- Surgery-Office	100%	70% ²
- Other Podiatry Services	100%	70% ²

Additional

Precertification may be required.

Are Network and Non-Network deductibles and out of pocket amounts integrated? Yes
 Are deductibles embedded? Yes
 Are out of pocket expenses embedded? Yes.

This information is intended to provide a summary of benefits. Not all benefit descriptions and exclusions are included in this summary.

Usual, Customary and Reasonable charges or UCR means allowable fees for covered services. We will not pay that portion of the non-network provider fees that exceed UCR. You may be responsible for paying that amount.

¹An annual deductible of \$500 per person/\$1,000 per family is applied first before any benefits are paid to Network Providers. Deductible, Coinsurance and Medical Plan Copayments are subject to an out-of-pocket maximum of \$2,000 per person/\$4,000 per family. Once you have met this maximum, the plan begins to pay covered expenses at 100%, except for those expenses not included in the 100% reimbursement provision.

² An annual deductible of \$500 per person/\$1,000 per family is applied first before any benefits are paid to Network Providers. Benefit payments for Non-Network Provider services are based on Usual, Customary, and Reasonable criteria. Deductible and Coinsurance are subject to an annual out-of-pocket maximum of \$3,500 per person/\$7,000 per family. Once you have met this maximum, the Plan begins to pay covered expenses not included in the 100% reimbursement provision.

³In accordance with the Mental Health Parity and Addiction Equity Act of 2008, which prohibits discrimination in the coverage for diagnosis, care, and treatment of mental illnesses and/or substance abuse.

⁴Preventive Care includes the recommended preventive services required to be covered without cost sharing under federal law.

⁵The Prescription Plan’s copayments and coinsurance are subject to an annual maximum of \$4,350 per person/\$8,700 per family. Once you have met this maximum, the Plan begins to pay covered pharmacy expenses at 100% except for penalties, which are not included in the 100% reimbursement provision. The Prescription Plan out-of-pocket maximum is not included in the Medical Plan out-of-pocket.

Benefits

	Retail	Mail
Generic: (1st Tier)	\$10.00 or 20% whichever is greater	\$27.00
Preferred: (2nd Tier)	\$20.00 or 30% whichever is greater	\$48.00
Preferred: (3rd Tier)	\$30.00 or 35% whichever is greater	\$74.00
Non-Preferred:(4th Tier)	\$45.00 or 50% whichever is greater	\$95.00

**There is a prescription out of pocket maximum of \$4,350 single / \$8,700 family.
 Once you have met the prescription out of pocket maximum you will have a \$0.00 co-payment.**

1st Tier is defined as all generic drugs (subject to plan limitations)

2nd Tier is defined as preferred Brand name drugs (i.e. heart medications, anticonvulsants, cancer medications)

3rd Tier is defined as preferred Brand name drugs that are considered to increase the quality of life or a life style modification drug that is not necessary to sustain life. (i.e. allergy medications, pain medications)

4th Tier is defined as non-preferred Brand name drugs

A 30-day supply is available at the retail pharmacy. A 90-day supply may be obtained through the mail order program.

ADDITIONAL PLAN SPECIFICATIONS

Network Pharmacies

You can enjoy the convenience of local and national pharmacy service at discounted network pricing. Please remember to present your card at the pharmacy for your prescriptions. If a prescription is purchased without using your card, AultCare will pay up to our liability of UCR or Contracted Rate only. For a pharmacy listing, please visit the AultCare website or contact the AultCare Service Center.

Non-Network Pharmacies

If you use a Non-Network pharmacy, you must purchase the prescription and mail into AultCare for reimbursement. We will reimburse up to the maximum amount we would pay if you used a Network Pharmacy. The above co-payments and co-insurance will not apply.

Generic vs. Brand

A generic medication will be dispensed when available unless your physician specifically requests a brand drug. However, if you request that a brand medication be dispensed, you will be responsible for the difference between the maximum allowable cost of the generic and the brand drug.

Formulary

Whenever it is necessary to utilize a brand medication, please refer to the AultCare Formulary. The brand medications contained on the formulary have been found to be as effective as other medications in their class. By using a formulary (preferred) brand medication, you will realize a greater benefit than if you use a non-formulary (non-preferred) brand medication. AultCare offers our members an open formulary design (which means that the health plan may cover the costs of drugs that are not on the formulary list). Therefore, tier exceptions are not applicable. For example, a higher tier (Non Preferred) medication may not be requested at a lower tier (Preferred) co-pay.

Long-term ongoing prescriptions

For long-term ongoing prescription drug needs, receive up to a 90-day supply through your mail order prescription program. When participating in the mail order program, you pay the appropriate co-payment per 90-day supply. The mail order pharmacy must fill your prescription for the exact quantity of medications prescribed by your doctor, up to the 90-day plan limit. "30 days plus 2 refills" does not equal one prescription written for "90 days".

RxEOB

AultCare's Personalized Prescription Information Website (also known as RxEOB) is a free Internet resource that is offered to our members. It gives valuable information to help you make informed decisions about your drug purchase. You may access RxEOB through the AultCare website at www.aultcare.com.

Oral Cancer Medication

Please note that orally administered cancer medication coverage shall be no less favorable than coverage for intravenous and injected cancer medications in accordance with the same law.

Step Therapy Program

Your plan currently requires Step Therapy for certain classes of medications. Step Therapy requires you to have tried a generic medication from the same therapeutic class as the brand name drug within the previous 365 days. If your prescription history does not indicate that a generic was tried, the brand name medication will not be covered. The Step Therapy Program does not apply to you if you are already taking the brand name medication. Please note that the brand name medication will be covered at the appropriate benefit level once a generic medication has been tried and found to be ineffective. For a complete list of the Therapeutic categories and medications on the Step Therapy Program, please visit our website at www.aultcare.com or if you would like a paper copy, you may call the AultCare Service Center at 330-363-6360 or 1-800-344-8858.

Health Care Reform/Preventive Care Guidelines

In response to Patient Protection and Affordable Care Act and Preventive Care Guidelines, certain medications will be covered at 100% with no cost to You.

In order to receive a medication at no cost, the following criteria must be met as it applies to You:

- Obtain a written prescription from Your physician, even if over-the-counter.
- If a Generic version is available, the Generic version will be covered at no cost to You, however the brand version will be subject to Your Plan's Cost Sharing.
- If a Generic version is not available, the Name Brand will be covered at 100%.
- If you are unable to take a Generic version, Prior Authorization is required for the Name Brand Medication. If approved, the name Brand will be covered at 100%.

For a complete list of these medications please visit the AultCare website at www.aultcare.com or call the Aultcare Service Center 330-363-6260 or 1-800-344-8858.

When this plan is the secondary insurance, you will be required to file prescription expenses with the primary plan first; and then submit to AultCare for the secondary payment.

If coverage under your medical plan terminates, your prescription drug benefit will also terminate. If a covered person continues to use their prescription drug benefit, they will be held responsible for payment of any bills on or after the termination date.

Covered Services

- Federal Legend medications – A Drug that, by law, can be obtained only by prescription and bears the label, "Caution: Federal law prohibits dispensing without a prescription."
- Compound medication
- Diabetic supplies: including control solution, glucose test strips, urine test strips, acetone test strips, lancet devises, and lancets
- Insulin (prescription only), Insulin syringes/needles (prescription only)
- Injectable medications
- Over-the-counter medications, aids, and devices required under Health Care Reform/Preventive Care Guidelines
- Tobacco cessation medications, aids, and devises required under Health Care Reform/Preventive Care Guidelines
- Contraceptive medications, injectables, and devices
- Fertility medications
- Impotence medications -- *Prior authorization is required. Limit of 8 tables per 30 days or maximum of

30 tablets per 30 days for low dose daily dosing retail and 24 tablets over 90 days or maximum of 90 tablets per 90 days for low dose daily dosing. Member will pay the Life Enhancing co-pay.

- Immunosuppressives
- Migraine medications
- Prenatal Vitamins - all other are a plan exclusion
- Vaccines – Flu, Pneumonia & Shingles are covered at 100% at the pharmacy. The Shingles vaccine is available for enrollees age 50 or older.

Services Not Covered

- Lost, stolen, or damaged medications
- Experimental, investigation or unproven drugs
- Blood or Plasma
- Therapeutic devices or appliances, including support garments and other non-medical substances, unless otherwise specified.
- Charge for injections or administration of a drug
- A prescription that may be received without charge under Workers' Compensation Laws or local, state, or federal programs. This would include medications taken for occupational injury/disease.
- Prescriptions that are not self-administered or medication that is to be taken or administered to an individual in a licensed hospital, nursing home, physician's office/clinic or similar institution where such medications are normally provided by the facility on an in-patient basis.
- Prescription refills in excess of the number specified or dispensed more than one year from the date of the original order.
- Needles and syringes, other than for Insulin
- Durable medical equipment including glucose monitors
- Over-the-counter medications, except for Insulin and Loratadine. All medications required under Health Care Reform/Preventive Care Guidelines are covered.
- Medical supplies except for Diabetic supplies
- Replacement prescriptions (lost, stolen, or broken)
- Vitamins except Prenatal
- Weight loss medications
- Drugs for cosmetic purposes only
- Immunizing agents, Biological Sera, and Allergy Sera
- Fluoride Rinses
- Progesterone capsules
- Growth Hormones
- Lucentis (covered under medical and does not require prior authorization)

Certain medications may be covered under medical, require prior authorization, have step therapy, and/or may have plan limitations. Please visit the Aultcare website at www.aultcare.com or call Aultcare Service Center at 330-363-6360 or 1-800-344-8858 for a listing of these medications.

Definitions

GENERIC DRUG (generic drugs, short: generics) means a drug defined as “a drug product that is comparable to a brand/reference listed drug product in dosage form, strength, quality and performance characteristics, and intended use.” It has also been defined by a term referring to any drug marketed under its chemical name without advertising.

BRAND NAME DRUG means a medication sold by a pharmaceutical company under a trademark-protected name. Brand name medications can only be produced and sold by the company that holds the patent for the drug. Brand name drugs may be available by prescription or over the counter.

PREFERRED STATUS means the product is a more cost effective choice within a therapeutic category.

NON PREFERRED STATUS means that the product is not a more cost effective choice within a therapeutic category.

Dental Charge Benefits through Preferred Provider Network

Cash Deductible, each Calendar Year:

Per Person	\$50
Family Unit Limit	\$150

The deductible applies to these Classes of Service: Class

- B Services - Routine
- Class C Services - Major
- Class D Services - Orthodontia and Implants

Percentage Payable:

Class A Services - Preventive	100%
Annual Maximum	Two visits per year, up to R&C
Class B Services - Routine	80%
Class C Services - Major	50%
Class D Services - Orthodontia and Implants	100%
Orthodontia services are limited to a lifetime maximum of \$1,500	

Maximum Benefit Amount:

Per Person Per Calendar Year	\$1,500
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Vision Charge Benefits

Percentage Payable (\$15 co-pay then 100%)	100%
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Maximum Benefit Amount:

Per Person every 24 months	\$250
Laser Eye Surgery (for covered employees only)	N/A

APPENDIX D

ARTICLE 29 WAGE SCALE

Section 1. All employees shall be paid in accordance with the following schedule:

40 Hour Employees Fire Inspector/EMT	1/1/2016	1/1/2017	1/1/2018
Start	\$22.55	\$23.00	\$23.46
1 Year	\$23.95	\$24.43	\$24.91
18 Months	\$25.33	\$25.84	\$26.35
4 Years	\$26.72	\$27.26	\$27.80
Top Rate Annual	\$55,591	\$56,703	\$57,837
53 Hour Paramedic	1/1/2016	1/1/2017	1/1/2018
Start	\$19.00	\$19.38	\$19.77
1 Year	\$19.38	\$19.77	\$20.16
18 Months	\$19.76	\$20.16	\$20.55
4 Years	\$20.19	\$20.59	\$21.01
Top Rate Annual	\$55,636	\$56,750	\$57,844
53 hr per week Captain	1/1/2016	1/1/2017	1/1/2018
	\$23.03	\$23.49	\$23.96
Top Rate Annual	\$63,452	\$64,721	\$66,016

Each full-time employee included in the above rate schedule and employed on or before January 1, 2015 shall receive a one-time payment of \$500.00 within one month of the signing of this Agreement.

APPENDIX E

ARTICLE 34

DURATION OF AGREEMENT

Section 1. This Agreement is effective from January 1, 2016 through December 31, 2018. This Agreement shall continue from year to year unless a party to this Agreement gives sixty (60) days written notice of intent to negotiate a new Agreement. In the event such notice is given by a party, the procedures for negotiations contained in OHIO REVISED CODE 4117 shall apply. The Parties further agree that during the term of this Agreement there shall be no residency requirement for Bargaining Unit members.

APPENDIX F

City strongly disagrees. Its preferred position is that the contract take effect either when the Fact-Finder's recommendations are accepted and ratified or on January 1, 2016. The City correctly points out that to accept the Union's position would mean that six months of a new contract would already have expired, thus putting the parties into a situation where negotiations for a new contract would have to commence in a relatively short period of time.

The Fact-Finder is well acquainted with the significant problems that can be associated with wall-to-wall bargaining in the public sector. Therefore, she does not recommend in favor of the Union's proposal. Given her other findings with respect to healthcare and wages, the Arbitrator recommends that if these are accepted by the parties, then the tolling of time for this three year contract shall begin on January 1, 2016. This does not disadvantage the Union in terms of obtaining healthcare data for the next negotiation since the City stated, without rebuttal, that these data become available in December of each year.

VIII. Assignment During Disability, Light Duty

~~The City objects to consideration of the Union's proposal on this matter because no language was proposed by it during the negotiation sessions. As a result of discussions during the Fact-Finding proceedings, both parties were amenable to handling this matter outside of the collective bargaining agreement by referring it to their Labor-Management Committee for discussion and resolution. They asked that the Fact-Finder recommend this result, which she does. The parties also asked that the Fact-Finder recommend time limits within which the Labor-Management Committee address this matter and conclude its deliberation. The Fact-Finder agreed. She therefore recommends that the Labor-Management Committee be convened within thirty (30) working days of the date of these recommendations and that the Committee reach a resolution within sixty (60) days of the date of these recommendations. Also according to the request of both~~

CONCILIATION

PARTIES

APRIL 1, 2016

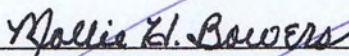
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3/18/2016*

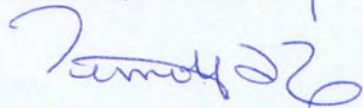
*MPJ
3/18/16*

parties, the Fact-Finder recommends that ~~if~~ ^F the parties fail to reach agreement on this matter by the end of the time limited allotted, that the Fact-Finder be notified and asked to return in the role of ~~an~~ ^{AN} arbitrator ~~to~~ ^{to} conduct a hearing, to entertain evidence and testimony from both parties, and to make a final and binding ruling as she would in a grievance arbitration proceeding. ~~Each party's final proposal.~~ ^{THE PARTIES SHALL SELECT AN INTEREST ARBITRATION AS BETWEEN EACH PARTY'S FINAL PROPOSAL.}

CONCLUSION

The aforesaid contains the Fact-Finder's recommendations based upon the record provided in this proceeding. This Report is respectfully submitted and issued on February 3, 2016.


Mollie H. Bowers, Fact-Finder

For the City


For the Fire Fighters
